

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VANESSA ENRIQUEZ,

COMPLAINT

Plaintiff,

v.

Civil Action No.

KCA FINANCIAL SERVICES, INC.

Defendant.

JURY TRIAL DEMANDED

COMPLAINT

I. INTRODUCTION

1. This action is brought by Plaintiff Vanessa Enriquez for statutory damages against Defendant KCA Financial Services, Inc. for violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. (hereinafter referred to as “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices, and the Telephone Consumer Protection Act, 47 U.S.C. §§ 227 et seq. (hereinafter “TCPA”), by using an automatic telephone dialing system to telephone Plaintiff’s cellular telephone service without her express consent.

II. JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. Venue is proper in this district as all relevant events took place here.

III. PARTIES

3. Plaintiff Vanessa Enriquez is an individual who resides in Berwyn, Illinois.
4. Ms. Enriquez is a consumer as defined by the FDCPA, 15 U.S.C. § 1692a(3).

5. Ms. Enriquez is a “person” as defined by 47 U.S.C. § 153(10).

6. Defendant KCA Financial Services, Inc. (“KCA”) is a corporation organized under the laws of the State of Illinois.

7. KCA is located at 628 North Street, Geneva, Illinois.

8. KCA is licensed by the State of Illinois as a Collection Agency, License Number 017001129.

9. KCA is engaged in the collection of debts from Illinois consumers using the mail and telephone.

10. KCA regularly attempts to collect consumer debts alleged to be due to another.

11. KCA was and is a “debt collector” as defined by the FDCPA, 15 U.S.C. §1692a(6).

IV. FACTUAL ALLEGATIONS

12. KCA placed calls to Ms. Enriquez’s cellular telephone using an automated dialing system.

13. The calls placed by KCA to Ms. Enriquez’s cellular telephone were made in an attempt to collect an alleged debt (“the Debt”) from “Anthony George.”

14. In June 2009, Ms. Enriquez informed KCA that she was not “Anthony George” and that the number KCA was calling was not used by “Anthony George.”

15. On at least ten occasions, Ms. Enriquez informed KCA that she was not “Anthony George” and that the number KCA was calling was not used by “Anthony George.”

16. KCA continued calling Ms. Enriquez on her cellular telephone after being on notice that her number was not used by “Anthony George.”

17. During the four years prior to the filing of this Complaint, KCA placed calls to Ms. Enriquez's cellular telephone using an autodialer.

18. During the four years prior to the filing of this Complaint, KCA left several voice mails on Ms. Enriquez's cellular telephone.

19. When Ms. Enriquez checked her voice mail to listen to KCA's lengthy voice mails she used minutes from her finite group of minutes provided by her cellular telephone provider.

20. KCA left voice mails for Ms. Enriquez on her cellular telephone that stated:

Hello we are calling about an important personal business matter for Anthony George. If we have reached the wrong number for this person, please call us back at 866.503.9018. If you are not Anthony George, please hang up or disconnect. If you are Anthony George, please continue to listen to his message. There will now be a three-second pause in this message. [pause]. By continuing to listen to this message, you acknowledge you are Anthony George. You should not listen tot his message so other people can hear it as it contains personal and private information. There will now be a three second pause to allow you to listen to this message in private. [pause]. This is KCA Financial Services calling. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Please contact our office about an important business matter at 866.372.7062. Once again that number is 866.372.7062. Please use this reference number: AAW172.

21. KCA left voice mails for Ms. Enriquez on her cellular telephone that stated:

Hello we are calling about an important personal business matter for Anthony George. If we have reached the wrong number for this person, please call us back at 866.503.9018. If you are not Anthony George, please hang up or disconnect. If you are Anthony George, please continue to listen to his message. There will now be a three-second pause in this message.

22. Ms. Enriquez did not give KCA her cellular telephone number.

23. Ms. Enriquez did not give KCA express consent to communicate with her on her cellular telephone.

24. The voice mails that Ms. Enriquez received from KCA were each a communication made in an attempt to collect a debt.

25. The telephone number 866.503.9018 is answered by KCA.

26. The telephone number 866.372.7062 is answered by KCA,

V. COUNT ONE – FAIR DEBT COLLECTION PRACTICES ACT

27. Plaintiff repeats, realleges, and incorporates by reference the foregoing paragraphs.

28. Defendant's violations of the FDCPA include, but are not limited to

- A. using any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer in violation of 15 U.S.C. §§ 1692e and e(10);
- B. engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt in violation of 15 U.S.C. § 1692d;
- C. causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number in violation of 15 U.S.C. § 1692d(5); and
- D. placing telephone calls without meaningful disclosure of the caller's identity in violation of 15 U.S.C. § 1692d(6).

29. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to an award of statutory damages, costs and reasonable attorney fees.

VI. COUNT TWO – TELEPHONE CONSUMER PROTECTION ACT

30. Plaintiff repeats, realleges, and incorporates by reference the foregoing

paragraphs.

31. KCA violated the TCPA by making calls using an automatic telephone dialing service to a telephone number assigned to a cellular telephone service in violation of 47 U.S.C. § 227(b)(1)(A)(iii).

32. As a result of KCA's violations of the TCPA, Ms. Enriquez is entitled to entry of an Order enjoining Defendant from committing such violations, pursuant to 47 U.S.C. § 227(b)(3)(A).

33. As a result of KCA's violations of the TCPA, Ms. Enriquez is entitled to an award of statutory damages in the amount of \$500.00 for each such violation, pursuant to 47 U.S.C. § 227(b)(3)(B).

34. As a result of KCA's willful or knowing violations of the TCPA, Ms. Enriquez is entitled to an award of statutory damages up to \$1,500.00 for each such violation, pursuant to 47 U.S.C. § 227(b)(3)(C).

VII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff Vanessa Enriquez requests that judgment be entered in his favor against Defendant KCA Financial Services, Inc. for:

- A. An Order enjoining Defendant from committing violations of the TCPA, pursuant to 47 U.S.C. § 227(b)(3)(A);
- B. An award of statutory damages in the amount of \$500.00 for each TCPA violation, pursuant to 47 U.S.C. § 227(b)(3)(B);
- C. An award of statutory damages up to \$1,500.00 for each willful or knowing TCPA violation, pursuant to 47 U.S.C. § 227(b)(3)(C);
- D. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

- E. Statutory damages pursuant to 15 U.S.C. § 1692k(a)(2);
- F. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k(a)(3);
and
- G. For such other relief as the Court may find to be just and proper.

VIII. JURY DEMAND

Plaintiff Vanessa Enriquez hereby demands that this case be tried before a Jury.

s/ Craig M. Shapiro
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